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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA (WESTERN DIVISION)

GALINA KRUPITSKY and MICHAEL KRUPITSKY,	}	Case No.: 15-CV-09165-BRO (AFM)
Plaintiffs,		[PROPOSED]
v.		STIPULATED PROTECTIVE ORDER
PRINCESS CRUISE LINES, LTD; and DOES 1-25, inclusive,	}	
Defendants.		

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles.

3 B. GOOD CAUSE STATEMENT
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5 1. This action is likely to involve trade secrets, valuable research,
6 development, commercial, financial, technical and/or proprietary information for
7 which special protection from public disclosure and from use for any purpose
8 other than prosecution of this action is warranted. Such confidential and
9 proprietary materials and information consist of, among other things, confidential
10 business or financial information, information regarding confidential business
11 practices and relationships, or other confidential research, development, or
12 commercial information (including information implicating privacy rights of
13 third parties), information otherwise generally unavailable to the public, or which
14 may be privileged or otherwise protected from disclosure under state or federal
15 statutes, court rules, case decisions, or common law. Accordingly, to expedite
16 the flow of information, to facilitate the prompt resolution of disputes over
17 confidentiality of discovery materials, to adequately protect information the
18 parties are entitled to keep confidential, to ensure that the parties are permitted
19 reasonable necessary uses of such material in preparation for and in the conduct
20 of trial, to address their handling at the end of the litigation, and serve the ends of
21 justice, a protective order for such information is justified in this matter. It is the
22 intent of the parties that information will not be designated as confidential for
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1 tactical reasons and that nothing be so designated without a good faith belief that
2 it has been maintained in a confidential, non-public manner, and there is good
3 cause why it should not be part of the public record of this case.

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5 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
6 SEAL

7 The parties further acknowledge, as set forth in Section 12.3, below, that
8 this Stipulated Protective Order does not entitle them to file confidential
9 information under seal; Local Civil Rule 79-5 sets forth the procedures that must
10 be followed and the standards that will be applied when a party seeks permission
11 from the court to file material under seal.
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14 There is a strong presumption that the public has a right of access to
15 judicial proceedings and records in civil cases. In connection with non-
16 dispositive motions, good cause must be shown to support a filing under seal. See
17 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),
18 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*
19 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
20 stipulated protective orders require good cause showing), and a specific showing
21 of good cause or compelling reasons with proper evidentiary support and legal
22 justification, must be made with respect to Protected Material that a party seeks
23 to file under seal. The parties' mere designation of Disclosure or Discovery
24 Material as CONFIDENTIAL does not—without the submission of competent
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1 evidence by declaration, establishing that the material sought to be filed under
2 seal qualifies as confidential, privileged, or otherwise protectable—constitute
3 good cause.

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5 Further, if a party requests sealing related to a dispositive motion or trial,
6 then compelling reasons, not only good cause, for the sealing must be shown, and
7 the relief sought shall be narrowly tailored to serve the specific interest to be
8 protected. See *Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir.
9 2010). For each item or type of information, document, or thing sought to be
10 filed or introduced under seal in connection with a dispositive motion or trial, the
11 party seeking protection must articulate compelling reasons, supported by
12 specific facts and legal justification, for the requested sealing order. Again,
13 competent evidence supporting the application to file documents under seal must
14 be provided by declaration.

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18 Any document that is not confidential, privileged, or otherwise protectable
19 in its entirety will not be filed under seal if the confidential portions can be
20 redacted. If documents can be redacted, then a redacted version for public
21 viewing, omitting only the confidential, privileged, or otherwise protectable
22 portions of the document, shall be filed. Any application that seeks to file
23 documents under seal in their entirety should include an explanation of why
24 redaction is not feasible.

1 2. DEFINITIONS

2 2.1 Action: this pending federal lawsuit.

3 2.2 Challenging Party: a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless
6 of how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
8 the Good Cause Statement.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
10 their support staff).

11 2.5 Designating Party: a Party or Non-Party that designates information
12 or items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL.”

14 2.6 Disclosure or Discovery Material: all items or information,
15 regardless of the medium or manner in which it is generated, stored, or
16 maintained (including, among other things, testimony, transcripts, and tangible
17 things), that are produced or generated in disclosures or responses to discovery in
18 this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a
20 matter pertinent to the litigation who has been retained by a Party or its counsel
21 to serve as an expert witness or as a consultant in this Action.
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1 2.8 House Counsel: attorneys who are employees of a party to this
2 Action. House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 2.9 Non-Party: any natural person, partnership, corporation, association
5 or other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action
8 and have appeared in this Action on behalf of that party or are affiliated with a
9 law firm that has appeared on behalf of that party, and includes support staff.

10 2.11 Party: any party to this Action, including all of its officers,
11 directors, employees, consultants, retained experts, spouse and Outside Counsel
12 of Record (and their support staffs).

13 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.13 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits
17 or demonstrations, and organizing, storing, or retrieving data in any form or
18 medium) and their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as "CONFIDENTIAL."

1 2.15 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

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5 3. SCOPE

6 The protections conferred by this Stipulation and Order cover not only
7 Protected Material (as defined above), but also (1) any information copied or
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or
9 compilations of Protected Material; and (3) any testimony, conversations, or
10 presentations by Parties or their Counsel that might reveal Protected Material.
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13 Any use of Protected Material at trial shall be governed by the orders of the
14 trial judge. This Order does not govern the use of Protected Material at trial.
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17 4. DURATION

18 Once a case proceeds to trial, information that was designated as
19 CONFIDENTIAL or maintained pursuant to this protective order used or
20 introduced as an exhibit at trial becomes public and will be presumptively
21 available to all members of the public, including the press, unless compelling
22 reasons supported by specific factual findings to proceed otherwise are made to
23 the trial judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81
24 (distinguishing “good cause” showing for sealing documents produced in
25 discovery from “compelling reasons” standard when merits-related documents
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1 are part of court record). Accordingly, the terms of this protective order do not
2 extend beyond the commencement of the trial.
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5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for
7 Protection. Each Party or Non-Party that designates information or items for
8 protection under this Order must take care to limit any such designation to
9 specific material that qualifies under the appropriate standards. The Designating
10 Party must designate for protection only those parts of material, documents, items
11 or oral or written communications that qualify so that other portions of the
12 material, documents, items or communications for which protection is not
13 warranted are not swept unjustifiably within the ambit of this Order.
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16 Mass, indiscriminate or routinized designations are prohibited.
17 Designations that are shown to be clearly unjustified or that have been made for
18 an improper purpose (e.g., to unnecessarily encumber the case development
19 process or to impose unnecessary expenses and burdens on other parties) may
20 expose the Designating Party to sanctions.
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23 If it comes to a Designating Party's attention that information or items that
24 it designated for protection do not qualify for protection, that Designating Party
25 must promptly notify all other Parties that it is withdrawing the inapplicable
26 designation.
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1 5.2 Manner and Timing of Designations. Except as otherwise provided
2 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for
4 protection under this Order must be clearly so designated before the material is
5 disclosed or produced.
6

7 Designation in conformity with this Order requires:
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9 (a) for information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix at a minimum, the legend
12 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
13 contains protected material. If only a portion of the material on a page qualifies
14 for protection, the Producing Party also must clearly identify the protected
15 portion(s) (e.g., by making appropriate markings in the margins).
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18 A Party or Non-Party that makes original documents available for
19 inspection need not designate them for protection until after the inspecting Party
20 has indicated which documents it would like copied and produced. During the
21 inspection and before the designation, all of the material made available for
22 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
23 identified the documents it wants copied and produced, the Producing Party must
24 determine which documents, or portions thereof, qualify for protection under this
25 Order. Then, before producing the specified documents, the Producing Party
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1 must affix the “CONFIDENTIAL legend” to each page that contains Protected
2 Material. If only a portion of the material on a page qualifies for protection, the
3 Producing Party also must clearly identify the protected portion(s) (e.g., by
4 making appropriate markings in the margins).
5

6 (b) for testimony given in depositions that the Designating Party identifies
7 the Disclosure or Discovery Material on the record, before the close of the
8 deposition all protected testimony.
9

10 (c) for information produced in some form other than documentary and for
11 any other tangible items, that the Producing Party affix in a prominent place on
12 the exterior of the container or containers in which the information is stored the
13 legend “CONFIDENTIAL.” If only a portion or portions of the information
14 warrants protection, the Producing Party, to the extent practicable, shall identify
15 the protected portion(s).
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18 5.3 Inadvertent Failures to Designate. If timely corrected, an
19 inadvertent failure to designate qualified information or items does not, standing
20 alone, waive the Designating Party’s right to secure protection under this Order
21 for such material. Upon timely correction of a designation, the Receiving Party
22 must make reasonable efforts to assure that the material is treated in accordance
23 with the provisions of this Order.
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1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

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6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
7 resolution process under Local Rule 37.1 et seq.
8

9 The burden of persuasion in any such challenge proceeding shall be on the
10 Designating Party. Frivolous challenges, and those made for an improper purpose
11 (e.g., to harass or impose unnecessary expenses and burdens on other parties)
12 may expose the Challenging Party to sanctions. Unless the Designating Party has
13 waived or withdrawn the confidentiality designation, all parties shall continue to
14 afford the material in question the level of protection to which it is entitled under
15 the Producing Party's designation until the Court rules on the challenge.
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19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material
21 that is disclosed or produced by another Party or by a Non-Party in connection
22 with this Action only for prosecuting, defending or attempting to settle this
23 Action. Such Protected Material may be disclosed only to the categories of
24 persons and under the conditions described in this Order. When the Action has
25 been terminated, a Receiving Party must comply with the provisions of section
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13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing
5 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
6 they will not be permitted to keep any confidential information unless they sign
7 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
8 otherwise agreed by the Designating Party or ordered by the court. Pages of
9 transcribed deposition testimony or exhibits to depositions that reveal Protected
10 Material may be separately bound by the court reporter and may not be disclosed
11 to anyone except as permitted under this Stipulated Protective Order; and
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13 (i) any mediator or settlement officer, and their supporting personnel,
14 mutually agreed upon by any of the parties engaged in settlement discussions.
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19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
20 PRODUCED IN OTHER LITIGATION
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22 If a Party is served with a subpoena or a court order issued in other
23 litigation that compels disclosure of any information or items designated in this
24 Action as “CONFIDENTIAL,” that Party must:
25

26 (a) promptly notify in writing the Designating Party. Such notification
27 shall include a copy of the subpoena or court order;
28

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking

1 additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to
3 produce a Non-Party's confidential information in its possession, and the Party is
4 subject to an agreement with the Non-Party not to produce the Non-Party's
5 confidential information, then the Party shall:
6

7 (1) promptly notify in writing the Requesting Party and the Non-Party that
8 some or all of the information requested is subject to a confidentiality agreement
9 with a Non-Party;
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11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this Action, the relevant discovery request(s), and a
13 reasonably specific description of the information requested; and
14

15 (3) make the information requested available for inspection by the Non-
16 Party, if requested.
17

18 (c) If the Non-Party fails to seek a protective order from this court within
19 14 days of receiving the notice and accompanying information, the Receiving
20 Party may produce the Non-Party's confidential information responsive to the
21 discovery request. If the Non-Party timely seeks a protective order, the Receiving
22 Party shall not produce any information in its possession or control that is subject
23 to the confidentiality agreement with the Non-Party before a determination by the
24 court. Absent a court order to the contrary, the Non-Party shall bear the burden
25 and expense of seeking protection in this court of its Protected Material.
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1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has
3 disclosed Protected Material to any person or in any circumstance not authorized
4 under this Stipulated Protective Order, the Receiving Party must immediately (a)
5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
6 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
7 inform the person or persons to whom unauthorized disclosures were made of all
8 the terms of this Order, and (d) request such person or persons to execute the
9 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
10 Exhibit A.
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15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
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17 OTHERWISE PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other
20 protection, the obligations of the Receiving Parties are those set forth in Federal
21 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
22 whatever procedure may be established in an e-discovery order that provides for
23 production without prior privilege review. Pursuant to Federal Rule of Evidence
24 502(d) and (e), insofar as the parties reach an agreement on the effect of
25 disclosure of a communication or information covered by the attorney-client
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1 privilege or work product protection, the parties may incorporate their agreement
2 in the stipulated protective order submitted to the court.
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5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of
7 any person to seek its modification by the Court in the future.
8

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order, no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in
12 this Stipulated Protective Order. Similarly, no Party waives any right to object on
13 any ground to use in evidence of any of the material covered by this Protective
14 Order.
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17 12.3 Filing Protected Material. A Party that seeks to file under seal any
18 Protected Material must comply with Local Civil Rule 79-5. Protected Material
19 may only be filed under seal pursuant to a court order authorizing the sealing of
20 the specific Protected Material at issue. If a Party's request to file Protected
21 Material under seal is denied by the court, then the Receiving Party may file the
22 information in the public record unless otherwise instructed by the court.
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1 13. FINAL DISPOSITION

2 After the final disposition of this Action, as defined in paragraph 4, within
3 60 days of a written request by the Designating Party, each Receiving Party must
4 return all Protected Material to the Producing Party or destroy such material. As
5 used in this subdivision, “all Protected Material” includes all copies, abstracts,
6 compilations, summaries, and any other format reproducing or capturing any of
7 the Protected Material. Whether the Protected Material is returned or destroyed,
8 the Receiving Party must submit a written certification to the Producing Party
9 (and, if not the same person or entity, to the Designating Party) by the 60 day
10 deadline that (1) identifies (by category, where appropriate) all the Protected
11 Material that was returned or destroyed and (2) affirms that the Receiving Party
12 has not retained any copies, abstracts, compilations, summaries or any other
13 format reproducing or capturing any of the Protected Material. Notwithstanding
14 this provision, Counsel are entitled to retain an archival copy of all pleadings,
15 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
16 correspondence, deposition and trial exhibits, expert reports, attorney work
17 product, and consultant and expert work product, even if such materials contain
18 Protected Material. Any such archival copies that contain or constitute Protected
19 Material remain subject to this Protective Order as set forth in Section 4
20 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: May 4, 2016

LAW OFFICES OF PAUL B. JUSTI

By: /s/ Paul B. Justi (per authority)

Paul B. Justi

Attorneys for Plaintiffs

GALINA KRUPITSKY and

MICHAEL KRUPITSKY

Dated: May 4, 2016

WILSON, ELSE, MOSKOWITZ,
EDELMA & DICKER LLP

By: /s/ William K. Enger

William K. Enger

B. Otis Felder

Attorneys for Defendant

PRINCESS CRUISES LINES, LTD.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: May 3, 2016



HON. ALEXANDER F. MacKINNON

United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of
 perjury that I have read in its entirety and understand the Stipulated Protective
 Order that was issued by the United States District Court for the Central District
 of California on _____, 2016[date] in the case of Krupitsky v. Princess
Cruise Lines, Ltd. 15-CV-09165-BRO (AFM). I agree to comply with and to
 be bound by all the terms of this Stipulated Protective Order and I understand
 and acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not
 disclose in any manner any information or item that is subject to this Stipulated
 Protective Order to any person or entity except in strict compliance with the
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination
 of this action. I hereby appoint _____ [print or type
 full name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed:

Printed name: _____

Signature: _____

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